

Union Pacific Corporation

RECORDATION NO

17051-B

FILED 1425



Jack E. Jerrett
Senior Corporate Attorney

JAN 31 1991 -12:55 PM

INTERSTATE COMMERCE COMMISSION

January 31, 1991

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INTERSTATE COMMERCE COMMISSION

BY HAND

Honorable Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, DC 20423

Re: Locomotive Operating Lease Agreement, Dated as of
September 25, 1990, As Amended, Between Union
Pacific Railroad Company and Electro-Motive
Division, General Motors Corporation

Dear Mr. Strickland:

Enclosed for filing and recordation under Section 11303 of Title 49 of the United States Code are four (4) executed original counterparts of a Second Amendment to Locomotive Operating Lease Agreement ("Second Amendment") and a Lease Agreement Termination (Partial) ("Lease Termination") between Electro-Motive Division, General Motors Corporation (the "Lessor") and Union Pacific Railroad Company (the "Lessee"). The primary document to which these documents are connected is a Locomotive Operating Lease Agreement, dated as of September 25, 1990 (the "Lease Agreement"), as amended, between the Lessor and the Lessee, which was filed with the Commission under Recordation No. 17051.

The names and addresses of the parties to the enclosed Second Amendment and Lease Termination are as follows:

Owner-Lessor:	Electro-Motive Division, General Motors Corporation LaGrange, Illinois 60525
Lessee:	Union Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179

The Second Amendment provides for an extension of the terms of the Lease Agreement covering 50 General Motors

Handwritten signature: Karen Butler

Corporation Electro-Motive Division SD-60 diesel-electric locomotives bearing road numbers 6216-6265, inclusive, until March 31, 1991 or the earlier purchase of such locomotives by the Lessee. The Lease Termination provides for the termination of the Lease Agreement as of the date hereof and the release of any lien or other interest arising thereunder with respect to twenty-seven (27) of the diesel-electric locomotives covered by the Lease Agreement bearing road numbers 6216-6242, inclusive. Each of the locomotives covered by the Second Amendment and the Lease Termination shall be marked with the following words, "General Motors Corporation, Electro-Motive Division, Owner", during the term of the Lease Agreement.

A short summary of each of the enclosed documents to appear in the index follows:

1. Second Amendment:

Second Amendment to Locomotive Operating Lease Agreement, dated as of January 4, 1991, between Electro-Motive Division, General Motors Corporation, LaGrange, Illinois 60525, as lessor, and Union Pacific Railroad Company, 1416 Dodge Street, Omaha, Nebraska 68179, as lessee, covering fifty (50) General Motors Corporation Electro-Motive Division SD-60 diesel electric locomotives, bearing road numbers 6216-6265, inclusive.

2. Lease Termination:

Lease Agreement Termination (Partial), dated as of January 31, 1991, between Electro-Motive Division, General Motors Corporation, LaGrange, Illinois 60525, as lessor, and Union Pacific Railroad Company, 1416 Dodge Street, Omaha, Nebraska 68179, as lessee, terminating the lease of twenty-seven (27) General Motors Corporation Electro-Motive Division SD-60 diesel electric locomotives bearing road numbers 6216-6242, inclusive.

I have also enclosed a check for \$30.00 to the order of the Interstate Commerce Commission to cover the fees associated with the filing and recordation of the enclosed Second Amendment and Lease Termination. Please time and date stamp three of the enclosed counterparts along with the

enclosed extra copy of this letter as proof of filing and
recordation of the enclosed documents and return the same to
the waiting messenger.

Sincerely,

Joe J. J. J. J.

JEJ/ko
Enclosures

ELECTRO-MOTIVE
Division of General Motors Corporation
LaGrange, Illinois 60525

RECORDATION NO. 17051-B FILED 1990

JAN 31 1991 -12 25 PM

LEASE AGREEMENT TERMINATION INTERSTATE COMMERCE COMMISSION
(PARTIAL)

This terminates the Lease Agreement, dated September 25, 1990, the ("Lease"), between Union Pacific Railroad Company ("Railroad") a Utah corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation only with respect to the following locomotives: 6216 through 6242 inclusive, (hereinafter) referred to as "Terminated Equipment"). The Lease and the hereinafter described recordation with the Interstate Commerce Commission ("ICC") with respect to locomotives 6243 through 6265, inclusive, continues in full force and effect.

WHEREAS, Railroad and EMD executed a Lease Agreement, dated September 25, 1990, relating General Motors SD60 locomotives, road numbers 6216-6265, hereto ("Locomotives");

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. Section 11303, as recorded on October 4, 1989 [sic] at 9:40 a.m. Recordation No. 17051.

WHEREAS, the parties hereto desire to terminate and cancel the Lease with respect to the Terminated Equipment and to record this termination and cancellation;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Lease, effective January 31, 1991 with respect to the Terminated Equipment.
2. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Lease.
3. The parties agree that the Lease and the above mentioned recordation with the ICC shall continue in full force and effect with respect to locomotives 6243 through 6265, inclusive.
4. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY

By: John D. Hansen

Title: Assistant Treasurer

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

By: John W. Quill

Title: VP & Gen. Mgr.

State of Illinois)
County of Cook) ss.

On this 30th day of January, 1991, before me personally appeared John W. Jarrell, to me personally known, who, being by me duly sworn, did say that he is a V.P. & General Manager of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Juanita Acantilado
Notary Public

My commission expires:

April 17, 1992



State of Penna)
County of Phila) ss.

On this 30th day of January, 1991, before me personally appeared JOHN B. LARSEN, to me personally known, who, being by me duly sworn, did say that he is a ASST. TREASURER of UNION PACIFIC RAILROAD, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Rosemary Pasquariello
Notary Public

My commission expires:

